**IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL**
**WRIT PETITION NO. 952 (MS) OF 2006**

Narain Singh,
S/o Sri Ram Sunder Singh,
R/o Pandri, Raghavnagar, P.O. Gokulnagar,
Tehsil – Kichha,
District-Udham Singh Nagar. …….Petitioner.

Versus

1. Nainital Almora Kshetriya Gramin Bank, Head Office Nainital, through its Chairman.
2. Branch Manager, Nainital Almora Kshetriya Gramin Bank, Rudrapur, District – Udham Singh Nagar.
3. Tehsildar Kichha, District-Udham Singh Nagar.

……Respondents.

**Dated: 25.07.2006**
**Hon'ble Rajesh Tandon, J.**

Heard Sri Syed Nadeem & Sri G.C. Kandpal, Advocate for the petitioner and Sri C.K. Sharma, Advocate for the respondents no. 1 and 2.

By the present writ petition, the petitioner has prayed for a writ of Certiorari quashing the recovery citation dated 22.05.2006 (Annexure No. 3 to the writ petition) issued by the respondent no.3. Further prayer has been made for a writ of mandamus directing the respondent no. 1 & 2 to fix the instalment of the remaining loan amount with a lenient view considering that the loan is an agricultural loan.

Briefly stated, the petitioner took an agricultural loan of Rs. 3,60,000-00 on 29.11.2004 from the Nainital Almora Kshetriya Gramin Bank Rudrapur for purchasing a tractor for agricultural use and the Bank agreed to receive the loan amount in instalment of Rs. 15,000/- per month. The petitioner deposited his first instalment on 12.04.2005.

Thereafter, the petitioner took a loan of Rs. 80,000/- for obtaining credit from the above said bank and an instalment was fixed by the Bank of Rs. 3,000/- per month as per the terms and conditions between the bank and the petitioner.

According to the petitioner, it was agreed by the respondent no. 2 and the petitioner that the full and final payment will be finalized in the year, 2013.

According to the petitioner, he again deposited a sum of Rs. 25,000/- in the bank.

The grievance of the petitioner is that due to financial crisis he is unable to pay the loan amount in one time payment. However, it will be feasible to the petitioner, if the remaining loan amount is being permitted to deposit in easy instalments.

The petitioner has alleged that no account has been furnished by the Bank so as to enable him to come to the conclusion that the citation made is correct. Further according to him calculation of interest is wholly incorrect and no compound interest can be charged.

In the case of ***Central Bank of India vs. Ravindra and others, AIR 2001 SC 3095*** the Apex Court has observed:

*"Statement of accounts supplied by banks to borrowers many a times do not contain particulars or details of debit entries and when written in hand are worse than medical prescriptions putting to test the eyes and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalized."*

Therefore, the Bank authorities are directed to furnish the account to the petitioner on production of certified copy of this order.

In view of the aforesaid, after furnishing of the Account, the petitioner is directed to pay the entire outstanding loan amount taken for tractor in eight equal three monthly instalments. The first instalment will be paid by or before 10th of August, 2006. The amount of interest will be paid in the last instalment. In case of default of any instalment, the liberty given to the petitioner to pay the loan amount in instalments shall no more be available. Amount already paid by the petitioner as mentioned in paragraph 10 of the writ petition shall be given due credit.

Subject to the above observation, the writ petition is disposed of. No order as to costs.

Copy of the order to be given today.

(Rajesh Tandon, J.)

25.07.2006
*Rathour*